



CJ-18-2832
Prince

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

JANET GRAVES, surviving widow and
Next of kin of NATHAN GRAVES,

Plaintiff,

vs.

JUSTIN HENLEY, PENNSYLVANIA
MANUFACTURERS INDEMNITY CO.,
AMERICAN CLAIMS MANAGEMENT,
INC.,

Defendants.

Case No.

CJ-2018-2832

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

MAY 24 2018

RICK WARREN
COURT CLERK

PETITION

COMES NOW the Plaintiff, Janet Graves, by and through her attorney Howard K. Berry, III, and for her cause of action against the above named Defendants, Plaintiff alleges and states as follows:

1. On the 24th day of January, 2017, Plaintiff's husband Nathan Graves was killed as a result of a traffic accident wherein Defendant Justin Henley was grossly negligent when he crossed the center line in a no-passing zone.
2. Venue is proper in Oklahoma County as there is one or more of these Defendants that may be served with process in Oklahoma County.
3. Pennsylvania Manufacturer's Indemnity Company issued a policy of insurance 151601081599-3 effective 10-1-16 to 10-1-17 covering two (2) vehicles wherein Nathan Graves was an insured by reason of his use of an automobile insured under that policy.
4. Said policy of insurance contained uninsured motorist coverage of at least One Million Dollars (\$1,000,000.00) for any losses, injuries or death arising out of an uninsured or underinsured motorist.

5. It is believed that Defendant Justin Henley was, under Oklahoma law, an uninsured or underinsured motorist thereby invoking said uninsured motorist coverage.
6. Pennsylvania Manufacturer's Indemnity Company hired American Claims Management Inc., whose employees worked hand in hand with Pennsylvania Manufacturer's Indemnity Company employees and failed to fulfill its duties to its insured Janet Graves as next of kin of Nathan Graves.
7. American Claims Management Inc., and Pennsylvania Manufacturer's Indemnity Company, acting through their employees, were in bad faith in handling the claim of Janet Graves for uninsured motorist coverage.
8. Justin Henley was grossly negligent in each of the following respects in violation of Oklahoma law:
 - A. Passing in a marked "no passing" zone recklessly.
 - B. Crossing the centerline unsafely and recklessly.
 - C. Failing to yield recklessly.
 - D. Exceeding the speed limit recklessly.
 - E. Failing to devote his full time and attention recklessly.
 - F. Failing to properly avoid the collision.
9. This Court has jurisdiction over the subject of this claim, personal jurisdiction over the parties and, as stated earlier, venue is properly lodged with this Court.
10. Pennsylvania Manufacturer's Indemnity Company and American Claims Management, Inc. have accepted that there is One Million Dollars (\$1,000,000.00) in uninsured motorist coverage and yet have, in over a year and five (5) months since the accident, failed to investigate, evaluate and attempt settlement of the case. Little effort has been made by these Defendants to conclude this claim.

11. As a result of the Defendant's failure to investigate this uninsured motorist claim and handle it properly, Plaintiff Janet Graves has been forced to retain and will have to pay an attorney's fee which she would not have had to pay if the Defendants properly handled this claim and paid her the One Million (\$1,000,000.00) owing to her under that policy.

12. Justin Henley's negligence and gross negligence caused the death of Nathan Graves and Plaintiff is entitled to recover from Justin Henley for any and all funeral expenses, economic losses and non-economic losses as a result of the death of Nathan Graves and the grief and loss of consortium and pain and suffering suffered by not only Janet Graves but also the children on Nathan Graves and the parents of Nathan Graves. As well, Janet Graves is entitled to punitive damages from Henley as there is clear and convincing proof of the wanton and reckless nature of his actions.

13. In its handling of Plaintiff's claim for uninsured motorist benefits under the insurance policy, and as a matter of routine practice in handling similar claims, Defendant Pennsylvania Manufacturer Indemnity Company and American Claims Management Inc. have breached their duty to deal fairly and in good faith towards the Plaintiff Janet Graves in the following respects:

A. Failing to conduct a proper good faith investigation on Janet Graves' behalf to confirm her entitlement for UM benefits.

B. Failing to act in good faith to effectuate a prompt and fair assessment of Plaintiff Janet Graves' claim.

C. Failing to pay Plaintiff Janet Graves the insurance benefits she was entitled to under the policy at the time that Defendant's first knew the Plaintiff was entitled to the benefits.

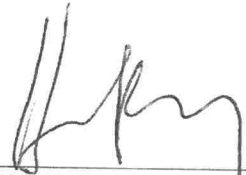
D. Unreasonably delaying and denying payment of benefits without a reasonable basis.

14. As a direct result of Defendants' breach of the duty of good faith and fair dealing, Janet Graves and her family have suffered the loss of the insurance policy benefits, frustration,

concerns, mental and emotional distress, anxiety and financial hardship.

15. Defendants have acted intentionally, maliciously and in reckless disregard for the rights of the Plaintiff Janet Graves and as a result, Plaintiff is entitled to recover punitive damages against Defendant Pennsylvania Manufacturer's Indemnity Company and American Claims Management for their actions.

WHEREFORE, Plaintiff prays for judgment against all Defendants in excess of Seventy Five Thousand Dollars (\$75,000.00) for actual damages as well as punitive damages, along with costs, interest, attorney's fees and any other relief to which she may be entitled.



HOWARD K. BERRY, III, OBA #754
Berry Law Firm
Berry Law Building
1923 N. Classen Boulevard
Oklahoma City, Oklahoma 73106
Telephone: (405) 524-1040
Facsimile: (405) 524-0108
Attorney for Plaintiff
Janet Graves

ATTORNEYS LIEN CLAIMED
JURY TRIAL DEMANDED